

**THE FLEISHMAN LAW FIRM**

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Attorneys for **Plaintiff**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

SANDRA ASHER

Plaintiff,

vs.

LIBERTY LIFE ASSURANCE  
COMPANY OF BOSTON, a corporation;  
ADOBE SYSTEMS INCORPORATED, a  
corporation; ADOBE SYSTEMS  
INCORPORATED GROUP DISABILITY  
INCOME POLICY, an ERISA plan; DOES  
1 through 10, inclusive,

Defendants.

NO. 14-5258

COMPLAINT FOR BENEFITS  
UNDER AN EMPLOYEE  
BENEFIT PLAN

COMES NOW THE PLAINTIFF, SANDRA ASHER, and for causes of  
action against all defendants, alleges as follows:

1. JURISDICTION. This court has subject matter jurisdiction of this dispute  
without regard to the citizenship of the parties pursuant to 29 USC 1132(a)(1)(A),  
(a)(1)(B) and (e)(1).

2. Plaintiff is and was at all times herein mentioned, a resident of the County  
of Santa Clara, State of California.

1           3. Defendant Liberty Life Assurance Company of Boston (hereinafter  
2 “Liberty”) is a corporation pursuant to the laws of one or more of the states of The  
3 United States and was, at all times relevant hereto, the insurance company obliged to  
4 provide the benefits that the Plaintiff herein seeks.

5           4. Plaintiff is informed and believes, and based upon such information and  
6 belief alleges that Adobe Systems Incorporated Group Disability Income Policy  
7 (hereinafter “LTD Plan”) is an ERISA plan formed by Adobe Systems Incorporated,  
8 (hereinafter “Adobe”) under which the Plaintiff is entitled to benefits. At all times  
9 herein mentioned, Plaintiff was entitled to or long-term disability benefits, as well as  
10 health care benefits, life insurance benefits, pension benefits, and other benefits under  
11 the Plan. Said benefits were to be given to the Plaintiff should she become disabled.

12           5. Adobe is a corporation pursuant to the laws of one or more of the states of  
13 the United States and was, at all times relevant hereto, the LTD Plan’s plan  
14 administrator

15           6. Plaintiff was employed by Adobe when she became disabled on or about  
16 August 9, 2011. As an employee of Adobe she was eligible for the protection of the  
17 LTD Plan. When she became disabled, she became eligible for the disability benefits  
18 of the Plan and to other benefits. Defendants have arbitrarily and in bad faith refused  
19 to make payments to Plaintiff as required by the LTD Plan.

20           7. Plaintiff is unaware of the true names and capacities of defendants named  
21 herein as DOES 1 through 10 and has therefore named such defendants by such  
22 fictitious names. Plaintiff will ask leave of the court to amend the complaint to state  
23 the true names and capacities of the DOE defendants when the same are ascertained.

24           8. Plaintiff is informed and believes, and based upon such information and  
25 belief alleges, that each of the defendants was acting as the agent and employee of  
26 each of the remaining defendants with regard to all actions described herein and all  
27 benefits due Plaintiff and all damage caused to Plaintiff.

1           9. Liberty approved Plaintiff's long-term disability benefits through January  
2 21, 2014. Hartford terminated Plaintiff's long-term disability benefits effective  
3 January 22, 2014. Plaintiff timely appealed the termination of her long-term  
4 disability benefits, and in a letter dated October 30, 2014 Plaintiff was notified that  
5 her appeal had been denied.

6           10. Plaintiff has been wrongfully denied the benefits which are due her under  
7 the LTD Plan and has suffered and is continuing to suffer economic loss as a result  
8 thereof from January 22, 2014. Plaintiff is entitled to an award of interest on all  
9 benefits wrongfully withheld.

10           11. Plaintiff has been required to hire attorneys to represent her in this matter  
11 and to recover benefits due her under the LTD Plan. Plaintiff has and will incur  
12 attorney fees. The exact amount is unknown to plaintiff and she seeks leave to  
13 amend this complaint when the same has been ascertained or at the time of trial  
14 according to proof.

15           12. A controversy now exists between the parties as to whether Plaintiff is  
16 disabled under the terms of the Plan. Plaintiff seeks a declaration by this Court that  
17 she meets the Plan definition of disability and is entitled to continued LTD benefits  
18 from Defendants. Plaintiff further seeks a declaration by this Court that, if in fact she  
19 is found to have been and/or continues to remain disabled under the terms of the  
20 controlling Plan documents, that all benefits provided to Plan participants while they  
21 are disabled under this Plan and any other applicable welfare or pension benefit plans  
22 covering Plaintiff, be reinstated retroactive to the date her LTD benefits were  
23 terminated.

24  
25           WHEREFORE, plaintiff prays judgment against the defendants and each of  
26 them as follows:

27           1. For all benefits due her in the past and future under the LTD Plan plus  
28 interest;

3. For reasonable attorney fees;
4. For costs of suit; and
5. For such other and further relief as this court may deem just and proper.

/s/Paul Fleishman

PAUL FLEISHMAN